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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

Main Street Senior Living, LLC, an
Arizona limited liability company,

Plaintiff,

v.

Everest Oceanside Acquisition Holding
LLC, a Delaware limited liability company;
Everest Oceanside Blessing Star, LLC, a
California limited liability company; Everest
Senior Living, LLC, a Delaware limited
liability company; Edward Pan, an
individual; Eric Lao, an
individual; Charlene Lee, an individual;
James Chan, an individual; and Ferlina
McBride, an individual,

Defendants

CASE NO: 2:24-cv-00402-MWF
(MARx)

**~~[PROPOSED]~~ ORDER ON
STIPULATED PROTECTIVE
ORDER**

Judge: Hon. Michael W. Fitzgerald
Dept.: 5A

Complaint Filed: January 16, 2024
First Amended Complaint Filed: May
16, 2024

Second Amended Complaint Filed:
August 30, 2024

Trial Date: May 12, 2026

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

This action is likely to involve potential trade secrets of Plaintiff Main Street Senior Living, LLC, Patient Health Information including Protected Health Information as defined in the Health Information Portability and Accountability Act (HIPAA), documents pertaining to valuations of the Defendants Everest Oceanside Acquisition Holding, LLC, Everest Oceanside Blessing Star, LLC, and Everest Senior Living, LLC, Inc., and the Parties' financial records, business records and other valuable research, development, commercial, financial, technical and proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state

1 or federal statutes, court rules, case decisions, or common law.

2 Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to adequately protect
4 information the parties are entitled to keep confidential, to ensure that the parties are
5 permitted reasonable necessary uses of such material in preparation for and in the
6 conduct of trial, to address their handling at the end of the litigation, and to serve the
7 ends of justice, a protective order for such information is justified in this matter. It is
8 the intent of the parties that information will not be designated as confidential for
9 tactical reasons and that nothing be so designated without a good faith belief that it has
10 been maintained in a confidential, non-public manner, and there is good cause why it
11 should not be part of the public record of this case.

12 **III. DEFINITIONS**

13 A. Action: *Main Street Senior Living, LLC v. Everest Oceanside Acquisition*
14 *Holding, LLC, et al.* Case No. 2:24-cv-00402-MWF-MAR

15 B. Challenging Party: A Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 C. “CONFIDENTIAL” Information or Items: Information (regardless of
18 how it is generated, stored or maintained) or tangible things contained or
19 disclosed in any materials, including documents, portions of documents, answers
20 to interrogatories, responses to requests for admissions, trial testimony,
21 deposition testimony, and transcripts of trial testimony and depositions, including
22 data, summaries, and compilations derived therefrom that qualify for
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above
24 in the Good Cause Statement.

25 D. Counsel: All counsel of record throughout the litigation, including outside
26 counsel of record, and other attorneys, paralegals, secretaries, and support
27 staff employed in the office of any counsel of record.

28 E. Designating Party: A Party or Non-Party that designates information

1 or items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL.”

3 F. Disclosure or Discovery Material: All items or information, regardless
4 of the medium or way, it is generated, stored, or maintained (including, among
5 other things, testimony, transcripts, and tangible things), that is produced or
6 generated in disclosures or responses to discovery in this matter.

7 G. Expert: A person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve
9 as an expert witness or as a consultant in this Action.

10 H. House Counsel: Attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other
12 outside counsel.

13 I. Non-Party: Any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this action.

15 J. Outside Counsel of Record: Attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action
17 and have appeared in this Action on behalf of that party or are affiliated with a
18 law firm which has appeared on behalf of that party, and includes support staff.

19 K. Party: Any party to this Action, including all of its officers,
20 directors, employees, consultants, retained experts, and
21 Outside Counsel of Record (and their support staffs).

22 L. Producing Party: A Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 M. Professional Vendors: Persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits
26 or demonstrations, and organizing, storing, or retrieving data in any form or
27 medium) and their employees and subcontractors.

28 N. Protected Material: Any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
2 ONLY.”

3 O. Receiving Party: A Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 **IV. SCOPE**

6 The protections conferred by this Stipulation and Order cover not only Protected
7 Material (as defined above), but also (1) any information copied or extracted from
8 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
9 Material; and (3) any testimony, conversations, or presentations by Parties or their
10 Counsel that might reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the trial
12 judge. This Order does not govern the use of Protected Material at trial.

13 **V. DURATION**

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
16 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
17 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
18 and (2) final judgment herein after the completion and exhaustion of all appeals,
19 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
20 any motions or applications for extension of time pursuant to applicable law.

21 **VI. DESIGNATING PROTECTED MATERIAL**

22 A. Exercise of Restraint and Care in Designating Material for Protection.

23 1. Each Party or Nonparty that designates information or items for protection
24 under this Order must take care to limit any such designation to specific
25 material that qualifies under the appropriate standards. The Designating
26 Party must designate for protection only those parts of material,
27 documents, items, or communications that qualify so that other portions of
28 the material, documents, items, or communications for which protection is

1 not warranted are not swept unjustifiably within the ambit of this Order.

2 2. Mass, indiscriminate, or routinized designations are prohibited.
3 Designations that are shown to be clearly unjustified or that have been
4 made for an improper purpose (*e.g.*, to unnecessarily encumber the case
5 development process or to impose unnecessary expenses and burdens on
6 other parties) may expose the Designating Party to sanctions.

7 3. If it comes to a Designating Party's attention that
8 information or items that it designated for protection do not
9 qualify for protection, that Designating Party must promptly
10 notify all other Parties that it is withdrawing the inapplicable
11 designation.

12 B. Manner and Timing of Designations.

13 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
14 below), or as otherwise stipulated or ordered, Disclosure or Discovery
15 Material that qualifies for protection under this Order must be clearly so
16 designated before the material is disclosed or produced.

17 2. Designation in conformity with this Order requires the following:

18 a. For information in documentary form (*e.g.*, paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or
20 trial proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each
22 page that contains protected material. If only a portion or portions of the
23 material on a page qualifies for protection, the Producing Party also must
24 clearly identify the protected portion(s) (*e.g.*, by making appropriate
25 markings in the margins).

26 b. For information in documentary form (*e.g.*, paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or
28 trial proceedings), that the Producing Party affix, the legend

1 “CONFIDENTIAL – FOR COUNSEL ONLY” (hereinafter
2 “CONFIDENTIAL – FOR COUNSEL ONLY legend”), to each page that
3 contains protected material, only if, in the good faith belief of such party
4 and its Counsel, the information is among that considered to be most
5 sensitive by the party, including but not limited to trade secret or other
6 confidential data related to research, development, finances, or customers.
7 If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 c. A Party or Nonparty that makes original documents available for
11 inspection need not designate them for protection until after the inspecting
12 Party has indicated which documents it would like copied and produced.
13 During the inspection and before the designation, all of the material made
14 available for inspection shall be deemed “CONFIDENTIAL – FOR
15 COUNSEL ONLY” After the inspecting Party has identified the
16 documents it wants copied and produced, the Producing Party must
17 determine which documents, or portions thereof, qualify for protection
18 under this Order. Then, before producing the specified documents, the
19 Producing Party must affix the “CONFIDENTIAL legend” or
20 “CONFIDENTIAL – FOR COUNSEL ONLY legend” to each page that
21 contains Protected Material. If only a portion or portions of the material
22 on a page qualify for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in
24 the margins).

25 d. For testimony given in depositions, that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the
27 deposition, all protected testimony.

28 e. For information produced in form other than document and for any other

1 tangible items, that the Producing Party affix in a prominent place on the
2 exterior of the container or containers in which the information is stored
3 the legend “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
4 ONLY.” If only a portion or portions of the information warrants
5 protection, the Producing Party, to the extent practicable, shall identify the
6 protected portion(s).

7 C. Inadvertent Failure to Designate.

8 1. If timely corrected, an inadvertent failure to designate qualified
9 information or items does not, standing alone, waive the Designating Party’s right
10 to secure protection under this Order for such material. Upon timely correction
11 of a designation, the Receiving Party must make reasonable efforts to assure that
12 the material is treated in accordance with the provisions of this Stipulated
13 Protective Order.

14 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 A. Timing of Challenges.

16 1. Any party or Non-Party may challenge a designation of confidentiality at
17 any time that is consistent with the Court’s Scheduling Order.

18 B. Meet and Confer.

19 1. The Challenging Party shall initiate the dispute resolution process
20 which shall comply with Local Rule 37.1 et seq., and with
21 Honorable Margo A. Rocconi’s Procedures (“Section 1(b) Pre-
22 Motion Telephonic Conference”).¹

23 C. The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on
26

27 ¹ Honorable Margo A. Rocconi’ Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-margo-rocconi>.

other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIALS

A. Basic Principles.

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of "CONFIDENTIAL" Information or Items.

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

- 1 d. The Court and its personnel;
- 2 e. Court reporters and their staff;
- 3 f. Professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary or this Action and who have signed
- 5 the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;
- 6 g. The author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 h. During their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (i) the deposing party
- 10 requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and
- 11 (ii) they will not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the
- 13 Designating Party or ordered by the Court. Pages of transcribed deposition testimony
- 14 or exhibits to depositions that reveal Protected Material may be separately bound by the
- 15 court reporter and may not be disclosed to anyone except as permitted under this
- 16 Stipulated Protective Order; and
- 17 i. Any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.
- 19 C. Disclosure of “CONFIDENTIAL – FOR COUNSEL ONLY” Information
- 20 or Items.
- 21 1. Unless otherwise ordered by the Court or permitted in writing by the
- 22 Designating Party, a Receiving Party may disclose any information or item designated
- 23 “CONFIDENTIAL – FOR COUNSEL ONLY” only to:
- 24 a. The Receiving Party’s Outside Counsel of Record in this Action, as well
- 25 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
- 26 disclose the information for this Action;
- 27 b. Experts (as defined in this Order) of the Receiving Party to whom
- 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 2 c. Insurance carriers for the Parties providing coverage in the Action;
- 3 d. The Court and its personnel;
- 4 e. Court reporters and their staff; and
- 5 f. The author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information.

7 2. All information that has been designated as “CONFIDENTIAL – FOR

8 COUNSEL ONLY” by the producing or disclosing party, and any and all reproductions

9 of that information, must be retained in the custody of the Counsel for the receiving

10 party, except that independent experts authorized to view such information under the

11 terms of this Order may retain custody of copies as necessary for their participation in

12 this litigation, but only during the course of this litigation. The principals, employees

13 or other agents of the parties who received information prior to and apart from this

14 litigation that was subsequently disclosed in this litigation as being either

15 “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY” may also retain

16 copies of that information as is necessary for use in their respective businesses.

17 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**

18 **IN OTHER LITIGATION**

19 A. If a Party is served with a subpoena or a court order issued in other

20 litigation that compels disclosure of any information or items designated in this Action

21 as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY,” that Party

22 must:

- 23 1. Promptly notify in writing the Designating Party. Such notification shall
- 24 include a copy of the subpoena or court order;
- 25 2. Promptly notify in writing the party who caused the subpoena or order to
- 26 issue in the other litigation that some or all of the material covered by the
- 27 subpoena or order is subject to this Protective Order. Such notification
- 28 shall include a copy of this Stipulated Protective Order; and

1 3. Cooperate with respect to all reasonable procedures sought to be pursued
2 by the Designating Party whose Protected Material may be affected.

3 B. If the Designating Party timely seeks a protective order, the Party served
4 with the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY,”
6 before a determination by the Court from which the subpoena or order issued, unless
7 the Party has obtained the Designating Party’s permission. The Designating Party shall
8 bear the burden and expense of seeking protection in that court of its confidential
9 material and nothing in these provisions should be construed as authorizing or
10 encouraging a Receiving Party in this Action to disobey a lawful directive from another
11 court.

12 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 A. The terms of this Order are applicable to information produced by a Non-
15 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL
16 – FOR COUNSEL ONLY.” Such information produced by Non-Parties in
17 connection with this litigation is protected by the remedies and relief provided by
18 this Order. Nothing in these provisions should be construed as prohibiting a Non-
19 Party from seeking additional protection.

20 B. In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
23 information, then the Party shall:

- 24 1. Promptly notify in writing the Requesting Party and the Nonparty
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;
27 2. Promptly provide the Nonparty with a copy of the Stipulated
28 Protective Order in this Action, the relevant discovery request(s), and a

1 reasonably specific description of the information requested; and

2 3. Make the information requested available for inspection by the Nonparty,
3 if requested.

4 C. If the Non-Party fails to seek a protective order from this Court within
5 14 days after receiving the notice and accompanying information, the Receiving Party
6 may produce the Non-Party's confidential information responsive to the discovery
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
8 produce any information in its possession or control that is subject to the confidentiality
9 agreement with the Non-Party before a determination by the Court. Absent a court order
10 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
11 in this court of its Protected Material.

12 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
14 disclosed Protected Material to any person or in any circumstance not authorized under
15 this Stipulated Protective Order, the Receiving Party must immediately (1) notify in
16 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to
17 retrieve all unauthorized copies of the Protected Material, (3) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order, and
19 (4) request such person or persons to execute the "Acknowledgment and Agreement to
20 be Bound" that is attached hereto as Exhibit A.

21 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
22 **PROTECTED MATERIAL**

23 A. When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
27 may be established in an e-discovery order that provides for production without prior
28 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the Stipulated Protective Order submitted to
4 the Court.

5 **XIII. MISCELLANEOUS**

6 A. Right to Further Relief

- 7 1. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 B. Right to Assert Other Objections.

- 10 1. By stipulating to the entry of this Stipulated Protective Order, no Party
11 waives any right it otherwise would have to object to disclosing or
12 producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object
14 on any ground to use in evidence of any of the material covered by this
15 Stipulated Protective Order.

16 C. Filing Protected Material.

- 17 1. A Party that seeks to file under seal any Protected Material must comply
18 with Local Rule 79-5. Protected Material may only be filed under seal
19 pursuant to a court order authorizing the sealing of the specific Protected
20 Material at issue. If a Party's request to file Protected Material under seal
21 is denied by the Court, then the Receiving Party may file the information
22 in the public record unless otherwise instructed by the Court.

23 **XIV. FINAL DISPOSITION**


24 A. After the final disposition of this Action, as defined in Section V, within
25 sixty (60) days of a written request by the Designating Party, each Receiving Party must
26 return all Protected Material to the Producing Party or destroy such material. As used
27 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
4 category, where appropriate) all the Protected Material that was returned or destroyed
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts;
9 legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
10 work product; and consultant and expert work product, even if such materials contain
11 Protected Material. Any such archival copies that contain or constitute Protected
12 Material remain subject to this Order as set forth in Section V.

13 B. Any violation of this Order may be punished by any and all appropriate
14 measures including, without limitation, contempt proceedings and/or monetary
15 sanctions.

16 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

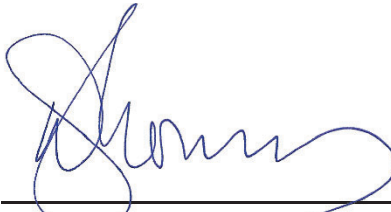
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21 Dated: November 21, 2024



22 _____
23 Jonathan M. Saffer
24 Kaylee J. Ivy (*pro hac*)
25 Ashley Naff
26 *Attorneys for Plaintiff Main Street Senior Living,*
27 *LLC.*

28 *[Additional signatures on the following page]*

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5 Dated: November 21, 2024



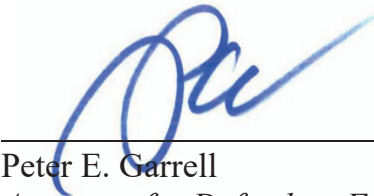
Wendy M. Thomas

Betty T. Huynh

Blair Kim

Attorneys for Defendants and Everest Oceanside
Acquisition Holding LLC, Everest Oceanside
Blessing Star, LLC, Everest Senior Living, LLC,
Edward Pan, Eric Lao, Charlene Lee and
James Chan

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13 Dated: November 21, 2024

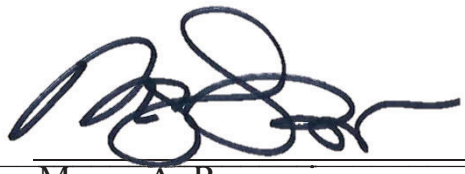


Peter E. Garrell

Attorneys for Defendant Ferlina McBride

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15
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17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18
19
20 Dated: November 26, 2024



Margo A. Rocconi
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

_____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for the
Central District of California on [DATE] in the case of *Main Street Senior Living,
LLC v. Everest Oceanside Acquisition Holding, LLC, et al. Case No. 2:24-cv-00402-
MWF-MAR*. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint

_____ [print or type full name] of

_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____
City and State Where Sworn and Signed: _____
Printed Name: _____
Signature: _____